

CHANNEL SHARING AGREEMENT

This CHANNEL SHARING AGREEMENT (this “**Agreement**”) is dated as of January 8, 2016, by and among (i) WDTN Broadcasting, LLC, a Delaware limited liability company, and, for purposes of the Channel Sharing Rules (as hereinafter defined), as “sharer” (“**Host Licensee**”); and (ii) WBDT Television, LLC, a Delaware limited liability company and, for purposes of the Channel Sharing Rules, as “sharee” (“**Second Licensee**”).

RECITALS

A. This Agreement is made in respect of stations in the following Designated Market Area (“**DMA**”):

Dayton, Ohio

B. Host Licensee holds the television spectrum usage rights associated with the 6 MHz channel assigned to the following television broadcast station, including its primary and all multicast streams pursuant to licenses issued by the FCC:

WDTN(TV),
Dayton, Ohio (Fac. ID No. 65690) (the “**Host Station**”);

C. Second Licensee holds the television spectrum usage rights associated with the 6 MHz channel assigned to the following television broadcast station, including its primary and all multicast streams, pursuant to licenses issued by the FCC:

WBDT(TV),
Springfield, Ohio (Fac. ID No. 70138) (the “**Second Station**”);

D. Host Licensee and Second Licensee desire to participate in the broadcast incentive auction conducted by the Federal Communications Commission (the “**FCC**”) under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112- 96, § 6403, 126 Stat. 156, 225-230 (2012), codified at 47 U.S.C. § 309(j)(8)(G)) (the “**Incentive Auction**”), in accordance with the Channel Sharing Rules (as defined below) and otherwise pursuant to the terms and subject to the conditions of this Agreement;

E. In the event that Second Licensee submits a bid in the Incentive Auction to relinquish its spectrum usage rights associated with the license for Second Station in accordance with the terms hereof, the applicable Channel Sharing Rules, and such bid is designated as a winning bid by the FCC upon or in connection with the conclusion of the Incentive Auction (a “**Successful Bid**”), then Second Licensee will relinquish its rights associated with the 6 MHz television channel currently assigned to the Second Station by the FCC in accordance with the Channel Sharing Rules, and will share with Host Licensee on a jointly licensed basis, the 6 MHz television channel assigned by the FCC to the Host Station (the “**Shared Channel**”), which is currently exclusively licensed to Host Licensee in respect of the Host Station;

F. Host Licensee and Second Licensee desire to enter into a channel sharing agreement in accordance with, and as contemplated by, the Channel Sharing Rules (as defined

below) with respect to the matters set forth herein, including the allocation between them of any proceeds received from the Incentive Auction and the provision for joint use of the Shared Channel and Shared Transmission Path;

G. Host Licensee and Second Licensee agree that this Agreement shall be in accordance with the Communications Act of 1934, the Telecommunications Act of 1996, and the rules and written policies of the FCC promulgated thereunder (collectively, the “**Communications Laws**”), including all written rules, policies or guidance relating to channel sharing or the Incentive Auction promulgated by the FCC, including (i) the Report and Order adopted in ET Docket No. 10-235, released April 27, 2012, (ii) FCC Report and Order adopted in GN Docket No. 12-268, released June 2, 2014, (iii) the First Order on Reconsideration and Notice of Proposed Rulemaking, adopted June 11, 2015, (iv) the Second Order on Reconsideration, adopted June 17, 2015, (v) the Procedures for Competitive Bidding in Auction 1000, released August 11, 2015, (vi) the Guidance Regarding the Prohibition of Certain Communications During the Incentive Auction, Auction 1000, adopted October 6, 2015, (vii) the Second Order on Reconsideration, adopted October 21, 2015, (viii) the Application Procedures for Broadcast Incentive Auction Scheduled to Begin on March 29, 2016, adopted October 15, 2015, (ix) the Clarification of the Procedures for Disbursing Reverse Auction Incentive Payments, adopted on November 25, 2015, and (x) the FCC regulations adopted at 47 C.F.R. §§ 1.2200-1.2209 and 73.3700, as amended, including 47 C.F.R. § 1.2205 (the “**Prohibited Communications Rule**”) (clauses (i) through (x), together with all other current or subsequently adopted FCC rules, orders and public notices pertaining to channel sharing, the “**Channel Sharing Rules**”), on the terms and conditions set forth in this Agreement;

H. For convenience of reference, the capitalized terms defined in this Agreement and the location of such definitions in this Agreement are set forth in a table on *Exhibit A* hereto.

AGREEMENT

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I. PARTICIPATION IN THE INCENTIVE AUCTION

1.1 Maintenance of Eligibility. Neither party shall take any action that would reasonably be expected to result in the loss of Second Licensee’s eligibility to participate in the Incentive Auction, or which would be reasonably likely to conflict with its right or ability to perform under this Agreement, including the entry into any transaction that would be inconsistent with (i) eligibility to participate in the Incentive Auction, (ii) the right or ability to tender the spectrum of the Second Station in the Incentive Auction, or (iii) channel sharing with the other party pursuant to the terms and subject to the conditions of this Agreement.

1.2 Auction Compliance Procedures.

(a) *Intracompany Communications.* Each party covenants and agrees that it will undertake all reasonably necessary measures, including implementing and maintaining all appropriate information barriers and notification procedures, to ensure that during the period designated by the FCC as the “**Quiet Period**” (as defined in the Communications Prohibition Guidance (together with the Prohibited Communications Rule, the “**FCC Communication Prohibitions**”)), that all communications made within such party’s corporate organization, including with respect to its affiliates, is in conformity with the FCC Communications Prohibitions in all material respects.

(b) *Limit On Communications Between Parties During Quiet Period.* Each party covenants and agrees that for the duration of the Quiet Period it will not communicate with the other party hereto with respect to any bids, bidding strategies, or other matters subject to the FCC Communications Prohibition.

1.3 Channel Sharing Acquisition Price. In consideration for the acquisition by Second Licensee of the spectrum usage rights and other rights granted to Second Licensee herein, Second Licensee shall pay to Host Licensee the “Channel Sharing Acquisition Price” pursuant to the terms and subject to the conditions set forth in *Schedule 1.3*.

1.4 Auction Results Notices.

(a) In the event that Second Licensee submits a bid designated as a Successful Bid, Second Licensee shall provide written notice thereof to Host Licensee (the “**Channel Sharing Notice**”), to be delivered no later than thirty (30) days following the date on which the FCC releases the results of the Incentive Auction by public notice (the “**Auction Results Notice**”).

(b) In the event the Auctions Results Notice does not designate Second Licensee’s bid as a Successful Bid, Second Licensee shall promptly deliver notice to Host Licensee of the resulting termination of this Agreement pursuant to Section 6.2(b).

1.5 Obligation to Channel Share with Host Licensee. Upon and subject to the submission by Second Licensee of a Successful Bid, Second Licensee and Host Licensee shall be obligated to initiate and conduct channel sharing pursuant to the terms and subject to the conditions of this Agreement, including Second Licensee’s obligation to pay Host Licensee the Channel Sharing Acquisition Price in accordance with *Schedule 1.3*.

1.6 Exclusivity. Without limiting the rights of the parties to enter into a Sub-Sharing Arrangement (as later defined) pursuant to the terms and subject to the conditions of Section 2.2, the parties acknowledge and agree that this Agreement shall be the sole and exclusive channel sharing arrangement entered into by either Host Licensee or Second Licensee (or any affiliate thereof) with respect to the licensed spectrum of the Host Station or Second Station in connection with participation in the Incentive Auction (including with respect to Auction Proceeds (as defined below) relating thereto) solely to the extent of, and with respect to, a Successful Bid that is equal to or greater than the Reserve Price (as later defined). Second Licensee agrees that it shall not sell or otherwise dispose of Second Station or impair the value of

its spectrum prior to the conclusion of the Incentive Auction and otherwise pursuant to the terms and subject to conditions of this Agreement.

ARTICLE II. SPECTRUM ALLOCATION AND FCC MATTERS

Subject to, and only upon, designation by the FCC of a bid by Second Licensee as a Successful Bid, the parties agree as follows:

2.1 Allocation of Bandwidth. Pursuant to the Channel Sharing Rules, Host Licensee and Second Licensee shall share the 6 MHz Shared Channel (or 19.39 Megabits per second as allocated under the current ATSC system) as set forth in the Baseline Spectrum Allocation attached as *Schedule 2.1* hereto, which may be modified from time to time only by mutual written agreement of the parties, but which shall provide in all events, at a minimum, that each channel sharing licensee shall retain spectrum usage rights adequate to ensure a sufficient amount of the shared channel capacity to allow it to provide at least one (1) Standard Definition (SD) program stream at all times (a “*Single SD Stream*”).

2.2 Sublease of Spectrum Rights. Host Licensee may, in its sole discretion, enter into a local marketing agreement, time brokerage or similar third-party arrangement using its allocated capacity on the Shared Channel in accordance with the Communications Laws (a “*Sub-Sharing Arrangement*”).

2.3 Baseline Spectrum Allocation.

(a) *Review of Allocation.* The parties shall meet and confer periodically and in good faith in accordance with Section 4.5 to review the Baseline Spectrum Allocation; *provided*, that, for the avoidance of doubt, the Baseline Spectrum Allocation may be amended or otherwise modified only upon the prior written agreement of the parties, and no party shall be obligated to agree to any such amendment or other modification.

(b) *New Technologies.*

(i) In the event that Host Licensee proposes to implement or otherwise deploy a new broadcast technology or standard of modulation, including ATSC 3.0, with respect to the Shared Channel, the parties shall confer in good faith with respect to such implementation or deployment; *provided, however*, that in all events, Host Licensee shall have the right to cause the implementation or adoption of such proposed technology subject to the condition that it shall bear all costs and expenses for the procurement, implementation, deployment and maintenance associated with such proposed new technology.

(ii) Without limiting the generality of paragraph (a) above, in the event that a new standard of modulation is implemented in accordance with subparagraph (i) above, Host Licensee and Second Licensee shall cooperate in good faith to allocate the available bandwidth on a basis consistent with the allocation under the then-current Baseline Spectrum Allocation.

2.4 *Encoding.* Host Licensee and Second Licensee shall have a single, redundant common encoding pool. Each of Host Licensee and Second Licensee shall have the right, to the extent reasonably practicable, to monitor in real time and audit the Shared Channel's encoding system to ensure compliance with Section 2.1. Each of Host Licensee and Second Licensee shall make all records of such encoding available to the other upon written request during normal business hours.

2.5 *Commitment to Provide Capacity.* Host Licensee shall transmit content provided by Second Licensee using the Shared Transmission Path. Except as provided herein, Host Licensee shall not alter the content provided by Second Licensee, provided that Host Licensee may (a) encode, compress or modulate the content as required to multiplex together Host Licensee and Second Licensee content streams using the parameters agreed to in this Agreement, and (b) combine the EIT and other information into a common PSIP format for transmission as agreed to in this Agreement; *provided, however*, that with respect to the foregoing clauses (a) and (b), the content transmitted on the spectrum allocated to Second Licensee should be treated in substantially the same manner as the content of the Host Station.

2.6 *Certain FCC Matters.*

(a) *Authorizations; Modifications.* Each of Host Licensee and Second Licensee shall maintain all such licenses, approvals and authorizations in full force and effect during the Term (as defined in Section 6.1). Host Licensee may modify the Shared Channel without the prior written consent of the Second Licensee solely to the extent that Host Licensee reasonably determines that such modification is consistent with good engineering practices.

(b) *Compliance.* Each party shall comply in all material respects with all applicable federal, state and local laws, including the Communications Laws, with respect to its ownership and operation of the Host Station or Second Station, as applicable, and its applicable use of the Shared Channel. Host Licensee shall be solely responsible for all content it transmits on the Shared Channel, and Second Licensee shall be solely responsible for all content it transmits on the Shared Channel. Host Licensee and Second Licensee shall comply with all laws and leases, licenses or similar agreements applicable to the Shared Transmission Path.

(c) *Control.* In accordance with the Communications Laws, Host Licensee shall control, supervise and direct the day-to-day operation of the Host Station (including Host Licensee's employees, programming and finances), and Second Licensee shall control, supervise and direct the day-to-day operation of the Second Station (including Second Licensee's employees, programming and finances), and nothing in this Agreement is intended to, nor shall be deemed to affect each party's respective responsibilities. Neither Host Licensee nor Second Licensee shall hold itself out as the licensee of the other's station using the Shared Channel, and except as otherwise provided in Section 3.3 with respect to joint ownership of certain equipment relating to the Shared Transmission Path, nothing in this Agreement shall give either party a present ownership interest in the other party's station. Neither Host Licensee nor Second Licensee shall use the call letters of the other's television station in any medium with respect to the identification of its station or in a manner reasonably likely to cause confusion as to the ownership of the other party's station. Without limiting the generality of the foregoing, nothing in this Agreement is intended, nor shall be construed, to establish a joint sales relationship

between the parties and in no event shall either party have the right to conduct advertising sales on behalf of the other or to hold itself out as the agent of the other party for such sales.

2.7 Cooperation. Each of Host Licensee and Second Licensee shall cooperate with one another in good faith as to any reasonable requests made by the other with respect to operation of or transition to the Shared Channel or the Shared Transmission Path. Neither Host Licensee nor Second Licensee shall take any action or fail to take any action which interferes with or is reasonably likely to interfere with the other's use of capacity on the Shared Channel or the Shared Transmission Path.

ARTICLE III. TRANSITION TO CHANNEL SHARING

Subject to, and only upon, designation by the FCC of a bid by Second Licensee as a Successful Bid, the parties further agree as follows:

3.1 Channel Sharing License Applications.

(a) *Filings.* Not later than five (5) business days following the disbursement by the FCC of Auction Proceeds, Second Licensee shall prepare and file with the FCC a minor-change application for a construction permit authorizing the Second Station to operate from Host Station's facilities. Following grant of the Second Station minor-change application, Host Licensee and Second Licensee shall expeditiously prepare license applications to effect a move of Second Station to the Shared Channel. The parties' license applications shall be timely filed with the FCC on a date mutually agreed upon by the parties, subject to any applicable FCC deadlines set forth in the Channel Sharing Rules (such filing date, the "**Commencement Date**") and thereafter diligently prosecuted by the parties, as applicable. Each party shall bear its own expenses with respect to the preparation and filing of the FCC license applications. The parties shall cooperate in good faith with respect to such applications, and each party shall promptly provide to the other party a copy of any pleading, order or other document filed with or served on it relating to such applications, and shall furnish all information required by the FCC or reasonably requested by the other party in connection with its preparation and prosecution of such applications.

(b) *Commencement of Channel Sharing.* Upon the Commencement Date, the parties shall commence channel sharing in accordance with the terms of this Agreement. At such time, Second Station shall terminate operations on its pre-Incentive Auction channel that was subject to its Successful Bid, and it shall commence operations on the Shared Channel pursuant to the terms and subject to the conditions of this Agreement.

3.2 Host Station Repacking. If, following the Incentive Auction, the FCC requires the Host Station to move to a different channel in connection with a repacking of the Host Station's band (a "**Host Repacking**"), Host Licensee shall effect the transition to, and commence operations on, its new channel in accordance with applicable FCC deadlines.

3.3 *Shared Transmission Path.*

(a) *Identification of Shared Transmission Path.* The parties acknowledge and agree that, upon the commencement of channel sharing hereunder, Host Licensee and Second Licensee shall operate from a common transmission facility (the “**Transmitter Site**”) and will use, on a shared basis, certain equipment necessary for use by Host Licensee and Second Licensee in the operation of their respective stations operating on the Shared Channel (the “**Shared Equipment**”) and, together with the Transmitter Site, the “**Shared Transmission Path**”). A list of all material items of Shared Transmission Path held or owned by the parties as of the date of this Agreement is attached hereto as *Schedule 3.3(a)*, which may be modified from time to time during the Term by mutual written agreement of the parties.

(b) *Initial Capital Expenditures.* Except as the parties may otherwise agree, and subject to good engineering practices (as defined below), Host Licensee shall reasonably determine the extent to which any equipment purchases, equipment upgrades or other capital expenditures are necessary for the parties to perform their respective obligations to commence channel sharing under this Agreement (“**Shared Capital Expenditures**”). The allocation of the aggregate amount of any such Shared Capital Expenditures as between the parties shall be in the same proportion to the allocation of spectrum between the parties pursuant to the then-current Baseline Spectrum Allocation, with the understanding that, for convenience Host Licensee shall procure such equipment to the extent reasonably feasible and invoice Second Licensee for prompt reimbursement of its share of such costs; *provided, however*, the foregoing shall not modify the terms and conditions of Sections 4.1(d). Host Licensee shall have the right to elect that title with respect to any such equipment acquired by Host Licensee as a Shared Capital Expenditure under this Section 3.3(b), and the corresponding rights to depreciation, be held jointly by the parties; *provided*, that the parties acknowledge and agree any such election, and the right thereto, reflects the intention of the parties to establish a cost-sharing arrangement with respect to the subject matter equipment and is not intended, and shall not be construed, to establish a partnership as between the parties.

(c) *Host Preparedness.* Subject to Section 3.3(b) and the designation of necessary Shared Capital Expenditures, and without limiting any other obligation hereunder, including with respect to reimbursement by Second Licensee of Shared Capital Expenditures and certain other costs as provided herein, Host Licensee shall, at its expense, establish the Shared Transmission Path and undertake such other expenditures, modifications to the facilities, and government filings with respect to Host Station reasonably necessary to ensure that the parties each shall be able to conduct broadcast operations as contemplated hereby as of, and commencing on, the Commencement Date.

3.4 *Shared Operating Matters.*

(a) *Shared Operating Plan.* Each party’s chief engineer and one or more other employees with appropriate organizational authority and operating or technical expertise shall meet and confer in good faith in accordance with Section 4.5 for the purpose of developing a formal plan to address technical planning considerations and ongoing operational matters of the Shared Channel (the “**Shared Operating Plan**”). The Shared Operating Plan shall:

(i) Reflect technical discussions between the parties as may be required to coordinate the transition of Second Station's existing operations from its pre-Incentive Auction channel to the Shared Channel (*e.g.*, proposed employee responsibility and technical considerations);

(ii) Include allocation of costs between the parties of any necessary equipment or other capital expenditures necessary to initiate channel sharing in accordance with Section 3.3;

(iii) Subject to Section 2.3, provide a mechanism to address the allocation of spectrum in the future beyond the Baseline Spectrum Allocation (*e.g.*, in the event of technological changes);

(iv) Contemplate appropriate pre-commencement testing for shared operations; and

(v) Provide for delivery of any notices to third parties (including consumers) that may be reasonably necessary or desirable.

The parties shall agree upon a Shared Operating Plan as promptly as practicable, but in no event later than fourteen (14) days following delivery of the Channel Sharing Notice.

(b) *Review of Shared Operating Plan.* The parties shall meet and confer in good faith periodically during the Term to review and revise the Shared Operating Plan in accordance with Section 4.5.

ARTICLE IV. CHANNEL SHARING OPERATION AND ONGOING MATTERS

Subject to, and only upon, designation by the FCC of a bid by Second Licensee as a Successful Bid, the parties further agree as follows:

4.1 *Shared Transmission Path.*

(a) *Access.* In respect of any portion of the Shared Transmission Path owned by, or under the control of, a party to this Agreement, such party shall provide the other party with unrestrained access to such portion of the Shared Transmission Path, twenty-four (24) hours a day, including a right to ensure ongoing broadcast operations of Host Station and Second Station in the ordinary course consistent with past practices and good engineering practices customary in the television broadcast industry (collectively, "***good engineering practices***") and in accordance with the Communications Laws; *provided* that in all events, neither party shall take any action that would be reasonably likely to disrupt or impair in any material respect the other party's use of the Shared Transmission Path.

(b) *Maintenance and Repairs.* Host Licensee and Second Licensee shall cooperate with one another in respect of the maintenance, repair, and replacement of the Shared Transmission Path in accordance with good engineering practices and shall use commercially reasonable efforts to ensure that such equipment operates consistent with past practice and, in all

events, within the technical parameters set forth on the stations' FCC licenses. Each party shall reimburse the other with respect to any costs and expenses incurred in connection with such obligation, with such reimbursement being allocated as between the parties in the same proportion as the allocation of spectrum between the parties pursuant to the then-current Baseline Spectrum Allocation.

(c) *Technical Failures.* In the event that the Shared Transmission Path suffers an unexpected failure, such that the Host Station and Second Station must temporarily cease broadcasting or operate at reduced power levels, the party discovering such failure shall promptly notify the other party, and the parties shall use commercially reasonable efforts, consistent with good engineering practices, to repair the Shared Transmission Path to return the Host Station and Second Station, as quickly as practicable, to operations at its full authorized power.

(d) *Alteration to Shared Transmission Path.*

(i) In accordance with Section 4.5, the parties shall discuss on an ongoing basis from time to time during the Term appropriate future Shared Capital Expenditures that may be reasonably necessary or desirable to improve, upgrade or otherwise alter the Shared Transmission Path or any portion thereof, including any allocation of costs of such Shared Capital Expenditure as between the parties; *provided, however*, that with respect to any proposed expenditure to upgrade or replace the Shared Transmission Path or any portion thereof, Host Licensee may elect, in its sole discretion, to purchase and install the desired equipment, at its sole cost and expense, and shall retain sole title to such equipment during the Term and after the termination or expiration of this Agreement, and the other party shall cooperate, at the requesting party's expense, to the extent reasonably necessary to ensure that such upgrade or replacement is accomplished; *provided further*, that title to any Shared Capital Expenditure, including rights of depreciation, shall be held by the parties in proportion to their respective contributions, if any, to such Shared Capital Expenditure.

(ii) For the avoidance of doubt, any alteration of the Shared Transmission Path that could degrade the stations' coverage areas as of the Commencement Date (such as by a reduction in the stations' authorized power or the use of a broadcast antenna with a different pattern) in any material respect shall require the prior written consent of both Host Licensee and Second Licensee.

(e) *Exclusive Equipment.* To the extent applicable, each of Host Licensee and Second Licensee shall maintain, repair and replace any equipment owned solely by it located at the Transmitter Site in accordance with good engineering practices. Title to all such equipment solely owned by Host Licensee or Second Licensee, as applicable, shall remain with such party, and the other party shall not move, repair, damage or interfere with any such equipment except in accordance with this Agreement or otherwise with the prior written consent of the other party.

(f) *Relocation.* If it shall become necessary to move the Transmitter Site to another location for any reason, and unless otherwise agreed to by the parties in writing, then the costs of moving the Transmitter Site to a new location shall be allocated as between the parties in

the same proportion as the allocation of spectrum between the parties pursuant to the then-current Baseline Spectrum Allocation.

4.2 Interference. Each of Host Licensee and Second Licensee shall use commercially reasonable efforts to avoid interference with their respective operations from the Transmitter Site and to promptly resolve any interference that arises in connection with such operation. Neither party shall make changes or installations with respect to the Shared Transmission Path that will impair or interfere in any material respect with the other party's signals or broadcast operations or use of the Shared Channel. In the event interference to such signals or operations does occur, the interfering party shall notify the other party in writing and take all commercially reasonable steps to correct such interference in all material respects within twenty-four (24) hours.

4.3 Regulatory Obligations. Each party shall use commercially reasonable efforts to ensure ongoing operations of Host Station and Second Station, as applicable, consistent with past practice and in a manner compliant with the Communications Laws. Such commercially reasonable efforts shall include, at minimum, prompt notice to the other party of material communications to and from the FCC that may relate to a station's technical operations and frequent coordination to minimize any necessary disruptions to operations that may affect both stations. Each party shall be responsible for compliance with provisions of the Communications Laws pertaining to their respective programming, personnel, finances and regulatory reporting obligations.

4.4 Operating Expenses.

(a) *Shared Costs.* In reimbursement for the shared ongoing operating expenses incurred by Host Licensee under this Agreement, Second Licensee shall pay to Host Licensee a reimbursement amount equal to the product of (i) that portion of spectrum allocated to Second Licensee pursuant to the then-current Baseline Spectrum Allocation (expressed as a percentage of the whole amount of the licensed spectrum of Host Station) *multiplied by* (ii) the total out-of-pocket operating expenses reasonably incurred by Host Licensee to maintain the Shared Transmission Path, including depreciation, but in all events exclusive of depreciation with respect to any Shared Capital Expenditure. By way of illustration, *Schedule 4.4(a)* attached hereto identifies the categories of shared ongoing operating expenses subject to reimbursement pursuant to this Section 4.4(a), with the understanding that Host Licensee may from time to time during the Term update *Schedule 4.4(a)* to reflect new shared operations, changes in technology or other changed circumstances, consistent with good engineering practices and Host Past Practices. Host Licensee shall invoice Second Licensee on a quarterly basis for such expenses and Second Licensee agrees to pay such amounts within thirty (30) days of receiving such invoice, together with reasonable supporting documentation. Second Licensee shall not be responsible for reimbursing any expenses not made in accordance with this Agreement.

(b) *Sole Costs.* Each of Host Licensee and Second Licensee shall be solely responsible for (i) its insurance costs for the Shared Transmission Path, (ii) all expenses related to any equipment, other than the Shared Transmission Path, solely owned by it and located at the Transmitter Site, and (iii) all of its expenses not related to the Shared Transmission Path.

4.5 Review and Consultation Regarding Operational Matters.

(a) *Purpose.* The parties shall review the Shared Operating Plan, the Shared Transmission Path, and the technical parameters of the Baseline Spectrum Allocation (including performance under such Baseline Spectrum Allocation), in view of technological, logistical, marketplace or regulatory changes and to otherwise facilitate cooperation with respect to channel sharing.

(b) *Specific Consultations.* Without limiting the generality of the foregoing, the parties shall confer in good faith with respect to the matters contemplated in (i) Section 2.3 with respect to the application of new technologies to the Baseline Spectrum Allocation; (ii) Section 3.4 with respect to the Shared Operating Plan; and (iv) Section 4.1(d) with respect to alterations to the Shared Transmission Path and potential new Shared Capital Expenditures.

ARTICLE V. ALLOCATIONS OF RISK

5.1 Mutual Representations and Warranties. Each party hereto represents and warrants to the other party hereto that as of the date hereof: (a) it is a corporation or limited liability company (as applicable) duly organized and validly existing under the laws of its place of organization; (b) it is in good standing in the jurisdiction of its organization and, if necessary, is qualified to do business in the state in which the Transmitter Site is located; (c) it has full power and authority and has taken all corporate action necessary to enter into and perform this Agreement and to consummate the transactions contemplated hereby; (d) the execution, delivery and performance by it of its obligations hereunder will not constitute a breach of, or conflict with, any other material agreement or arrangement, whether written or oral, by which it is bound; (e) this Agreement is its legal, valid and binding obligation, enforceable in accordance with the terms and conditions hereof; (f) such party is in compliance in all material respects with all the applicable laws and regulations with respect to the Incentive Auction, including the Channel Sharing Rules; (g) it has obtained all FCC and any other material governmental licenses, approvals and authorizations necessary for its operations on its station as currently operated by it.

5.2 Indemnification. Subject to Section 5.3, and other than with respect to costs expressly subject to reimbursement hereunder, Host Licensee shall indemnify, defend and hold harmless Second Licensee (and Second Licensee's affiliates, directors, officers, employees, agents, representatives, and their respective successors and assigns) from and against any and all third party claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") resulting from, arising out of, or relating to:

(a) *Breach of Representations and Warranties.* Any breach of any representation or warranty made by Host Licensee under this Agreement;

(b) *Breach of Covenants.* Failure to comply with the covenants and obligations to be performed by the Host Licensee under this Agreement;

(c) *Post-Commencement Operations.* Solely with respect to the portion of the Term following the Commencement Date:

- (i) Host Licensee's business or operations or its acts or omissions, including its use of the Shared Transmission Path and its use of the Shared Channel;
- (ii) The acts or omissions of the Host Licensee's contractors, or relating to the storage, treatment, release or other acts or omissions by such party in respect of hazardous materials;
- (iii) The business and operation of the Host Station, including with respect to its use of the Shared Channel and the programming or advertising broadcast on Host Station, including with respect to indecency, libel, slander, infringement of trademarks or trade names, infringement of copyrights and proprietary rights, violation of rights of privacy and other violations of rights, the Communications Laws or other applicable laws; and
- (iv) Host Licensee's Sub-Sharing Arrangements with third parties, if any.

(d) *Indemnification Procedures.* In the event that Second Licensee seeks indemnification hereunder, Second Licensee shall (i) give the indemnifying party written notice of the relevant claim, (ii) reasonably cooperate with the indemnifying party, at the indemnifying party's expense, in the defense of such claim, and (iii) give the indemnifying party the right to control the defense and settlement of any such claim, except that the indemnifying party shall not enter into any settlement without the indemnified party's prior written approval (which shall not be unreasonably withheld, delayed or conditioned). The indemnified party shall have no authority to settle any claim on behalf of the indemnifying party; *provided, however*, the indemnified party shall have the right to participate in the defense of any third party claim at its own expense assisted by counsel of its own choosing.

5.3 Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 5.1, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR GRANTS ANY WARRANTY, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, STANDARD OF CARE OR METHOD OF PERFORMANCE WITH RESPECT TO THE MAINTENANCE AND OPERATION OF THE SHARED TRANSMISSION PATH.

ARTICLE VI. TERM, TERMINATION AND OTHER REMEDIES

6.1 Term. The term of this Agreement (the "*Term*") shall be perpetual, unless this Agreement is terminated in accordance with Section 6.2 below.

6.2 Termination. This Agreement may be terminated as follows:

(a) *Mutual Consent.* The parties may terminate this Agreement at any time by mutual written agreement.

(b) *No Successful Bid.* In the event the Auction Results Notice does not designate Second Licensee's bid as a Successful Bid, this Agreement shall automatically terminate without the requirement of further action by the parties.

(c) *Loss of License or Eligibility to Participate in Channel Sharing.* This Agreement shall automatically terminate upon:

(i) Either party's loss of its FCC license for its station subject to this Agreement (whether by surrender, termination or expiration of, or the FCC's denial of a renewal application for, such license, or otherwise) (a "***Loss of License***"); or

(ii) Upon a final non-appealable decision by the FCC that either party is ineligible to participate in channel sharing arrangements.

6.3 *Effect of Termination; Survival.* In the event of the termination of this Agreement pursuant to Section 6.2, this Agreement shall forthwith become null and void and have no effect, and the obligations of the parties under this Agreement shall terminate, except for Sections 5.2, 5.3, 6.3, 6.4 and Article VII (including any schedules referenced therein), all of which shall survive indefinitely. Nothing in this Article VI shall relieve either party of any liability for a breach of this Agreement prior to the termination hereof. The expiration or termination of this Agreement will not relieve the parties of any liability or obligation which accrued hereunder prior to the effective date of such termination, including any payment obligations, nor preclude either party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement nor prejudice either party's right to obtain performance of any obligation.

6.4 *Disposition of Spectrum.* In the event that this Agreement shall be terminated upon a Loss of License pursuant to the terms and subject to the conditions of Section 6.2(c), the spectrum usage rights with respect to the FCC license of the party experiencing such Loss of License shall revert to the party retaining its FCC license (the "***Continuing Party***"), and the Continuing Party may file an application with the FCC to change its FCC license to non-shared status, or, at its sole discretion, channel share with another party.

6.5 *Specific Performance.* In the event of failure or threatened failure by either party to comply with the terms of this Agreement, the other party shall be entitled to equitable relief restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by an order of specific performance requiring compliance with this Agreement.

6.6 *Remedies Cumulative; Other Rights and Remedies.* The rights and remedies of the parties hereto shall be cumulative and not alternative. Other than as expressly set forth herein, remedies in the event of breach of a party's obligations under this Agreement shall be limited to specific performance, injunctive relief (whether temporary or permanent), money damages or a right to offset against payments.

**ARTICLE VII.
MISCELLANEOUS**

7.1 Notices.

(a) *General Notice Procedures.* All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in written or electronic form, and shall, when addressed to a party at the applicable address set forth on *Schedule 7.1* (or at such other address as a party may designate in accordance with this Section 7.1 upon ten (10) days' prior written notice to the other party) and when expressly and conspicuously referencing this Agreement, be deemed validly delivered (i) on the date of delivery when delivered in person or by a nationally recognized overnight courier service maintaining records of receipt, including Federal Express, DHL and United Parcel Service, and (ii) on the date of transmission when sent by facsimile or other electronic transmission during normal business hours; *provided, however*, that (y) any such communication delivered by facsimile or other electronic transmission shall only be effective if such communication is also delivered by hand or deposited with a reputable courier maintaining records of receipt within three (3) business days after its delivery by facsimile or other electronic transmission, and (z) the parties hereto acknowledge and agree that the burden of proving receipt of a facsimile or other electronic transmission shall be on the sender thereof. Notwithstanding anything herein to the contrary, a delivery of a notice, request, demand or other communication pursuant to the terms of this Agreement to an address, or by means of delivery, other than as specified above shall, if actually received by a party hereto, be deemed valid and effective as of the date of such receipt.

(b) *Quiet Period Procedures.* If any of the communications described in herein would be subject to the restrictions of the FCC Communication Prohibitions, then such communications shall be withheld until the release of the Auction Results Notice.

7.2 Confidentiality.

(a) Subject to paragraph (b) below, each party hereto covenants and agrees that it will not at any time during the Term or after the termination of this Agreement disclose to others or use, except as duly authorized in connection with the performance of this Agreement, any secret or confidential information of the other parties hereto, including the terms and conditions contained in this Agreement. The party receiving such confidential information shall take the same precautions as it takes to protect its own confidential information, but in all events reasonable precautions shall be taken, in order to preserve its confidentiality. Confidential information shall not be revealed to third parties, other than the parties' affiliates and their respective officers, employees, directors, attorneys, accountants and other legal and financial advisors who need to know such information, without the written consent of the disclosing party, and neither Host Licensee or Second Licensee may use the other party's confidential information for any purpose except for purposes of performing this Agreement.

(b) Notwithstanding paragraph (a) above, to the extent required by applicable law, including the Communications Laws, each party shall (i) file a copy of this Agreement with the FCC, and (ii) if and to the extent required following a Successful Bid, place a copy of this Agreement in its respective station's public inspection file; *provided*, that each party shall

consult with the other party and agree upon the redaction of confidential and proprietary information contained herein (to the extent such redactions are permitted by the Channel Sharing Rules) from any copy of this Agreement that a party publicly files with the FCC or places in a station's public inspection file.

7.3 Information.

(a) *FCC Correspondence.* Each party shall notify the other party of any material notices or other correspondence from the FCC with respect to the technical facilities of its station or the Shared Channel.

(b) *Litigation; Similar Proceedings.* If either party becomes subject to litigation or similar proceedings before the FCC (including initiation of enforcement actions), Internal Revenue Service or other court or governmental authority that is reasonably likely to have a material adverse effect on such party's ability to perform under this Agreement, including payment obligations, or on the other party's broadcast television operations, then it shall immediately provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party, subject to applicable law.

(c) *Bankruptcy.* If either party files a petition in bankruptcy, has an involuntary petition in bankruptcy filed against it which is not dismissed within sixty (60) days of the date of filing, files for reorganization or arranges for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of its assets or of the assets related to its television station using or proposed to be using the Shared Channel, or it makes an assignment for such purposes for the benefit of creditors, then it shall immediately provide written notice of such proceeding to the other party and provide all information with respect thereto as reasonably requested by the other party.

7.4 Fees and Expenses. Except as otherwise expressly provided in this Agreement, each party hereto shall pay all costs and expenses incurred by it or on its behalf in connection with the negotiation and drafting of this Agreement or otherwise in connection with the transactions contemplated hereby, including fees and expenses of its respective financial consultants, accountants and counsel.

7.5 Force Majeure. Neither party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities (unless reasonably arising from such party's failure to maintain or repair such facilities in accordance with the terms and conditions of this Agreement applicable to such party) or act of God.

7.6 Governing Law. This Agreement shall be governed by the laws of the State of New York, excluding any conflicts or choice-of-law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

7.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns, if any. Without limiting Section 2.2 (with respect to permitted Sub-Sharing Arrangements), and except as set forth in Section 1.5, no party may assign this Agreement without the prior written consent of the other party, *provided, however,* that notwithstanding the foregoing, each party shall be obligated to assign this Agreement (and without the requirement of the other party's consent) to any FCC-approved assignee of such party's station in connection with any assignment of FCC licenses with respect to the Host Station or Second Station, as applicable, and such assignee shall assume this Agreement in a writing delivered to the other party hereto.

7.8 Waiver. No failure on the part of any person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such person, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

7.9 Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto.

7.10 Severability. If any covenant or provision hereof is determined by a court of competent jurisdiction to be void or unenforceable in whole or in part, it shall not, subject to the discretion of such court, be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable. If any provision of this Agreement is declared invalid or unenforceable for any reason other than overbreadth, the offending provision will be modified so as to maintain the essential benefits of the bargain between the parties hereto to the maximum extent possible, consistent with applicable laws and public policy.

7.11 Relationship of the Parties. The parties to this Agreement are independent contractors. No party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, any other party. This Agreement is not intended to, and shall not be deemed, interpreted or construed to create an association, agency, joint venture, partnership or lessor/lessee relationship between the parties or to impose any liability attributable to such a relationship upon the parties.

7.12 No Third Party Beneficiaries. None of the provisions of this Agreement is intended to provide any rights or remedies to any person other than the parties hereto and their respective successors and permitted assigns.

7.13 Construction.

(a) *Headings.* The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(b) *Certain Rules of Interpretation.* For purposes of this Agreement, whenever the context requires: (i) the singular number shall include the plural, and vice versa; (ii) the masculine gender shall include the feminine and neuter genders; (iii) the feminine gender shall include the masculine and neuter genders; and (iv) the neuter gender shall include the masculine and feminine genders. Except where the context requires otherwise, whenever used in this Agreement, the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word “or” has the inclusive meaning represented by the phrase “and/or.” The words “include” and “including” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.” Unless expressly provided otherwise, any reference herein to “dollars” or “\$” shall mean United States dollars. The use of the phrase “its station” or a variation thereof when used with respect to a party to this Agreement shall mean, in the case of Host Licensee, the Host Station, and in the case of Second Licensee, the Second Station. The term “business day” shall be deemed to refer to any day other than Saturday or Sunday or any other day on which banks in New York, New York or Richmond, Virginia are authorized or obligated by applicable law to be closed.

(c) *Schedules and Exhibits.* Except as otherwise indicated, all references in this Agreement to “Sections,” “Schedules” and “Exhibits” are intended to refer to Sections of this Agreement and Schedules and Exhibits to this Agreement.

(d) *Neutral Construction.* Each of the parties hereto has been represented by legal counsel and the parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

7.14 Entire Agreement. This Agreement, together with any Schedules, Exhibits and Annexes hereto, sets forth the entire understanding of the parties hereto relating to the subject matter hereof as of the date hereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter hereof.

7.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement or amendments thereto and of signature pages by facsimile transmission or by email transmission in portable digital format, or similar format, shall constitute effective execution and delivery of such instrument(s) as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the parties transmitted by facsimile or by email transmission in portable digital format, or similar format, shall be deemed to be their original signatures for all purposes.

[Remainder of page is intentionally blank; signature page follows:]

IN WITNESS WHEREOF, the parties have duly executed this Channel Sharing Agreement as of the date first set forth above.

HOST LICENSEE:

SECOND LICENSEE:

WDTN BROADCASTING, LLC

WBDT TELEVISION, LLC

By: 
Name: Andrew C. Carington
Title: Secretary

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have duly executed this Channel Sharing Agreement as of the date first set forth above.

HOST LICENSEE:

WDTN BROADCASTING, LLC

By: _____

Name: _____

Title: _____

SECOND LICENSEE:

WBDT TELEVISION, LLC

By: Thomas Vaughan

Name: _____

Title: _____